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#### Contract Database Metadata Elements

Title: **Jericho Union Free School District and Jericho School Non-Instructional Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Nassau Educational Local 865 (1996)**

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Jericho Ufsd And Csea Local 830  
(Non-Instructional Unit)

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AGREEMENT

by and between the

JERICO UNION FREE SCHOOL DISTRICT

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO

C.S.E.A.  
Jericho School Unit  
Nassau Educational Local 865

July 1, 1996 through June 30, 1999

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
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EXECUTIVE DIRECTOR

# CSEA Agreement

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CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
Local 1000, AFSCME, AFL-CIO

Agreement made this 1st day of July, 1996, by and between the Board of Education, Jericho Union Free School District, Jericho, New York (The "District") and the Jericho School Unit Local 1000 of the Civil Service Employees Association, Inc., AFSCME, AFL-CIO, (Jericho Unit) with offices located at 3 Garet Place, Commack, New York 11725 ("CSEA").

WITNESSETH

WHEREAS, the CSEA has been designated and selected by certain employees of the District as their representative for the purpose of collective bargaining,

NOW, therefore, in consideration of the premises and of the covenants and agreements herein contained, the parties hereto agree as follows:

PREAMBLE

The Board of Education and its employees acknowledge that there is an overriding mutuality of interest in the desire to achieve the finest possible education for the children of Jericho, which is consistent with the aspirations of the community. It is agreed that this interest is best advanced in an atmosphere of harmonious and cooperative relationships. It is toward this end, with mutual respect for the rights, responsibilities and duties of each other, that the District and the CSEA enter into this agreement.

## ARTICLE I - RECOGNITION AND DUES DEDUCTION

### (A) Recognition

1. The District recognizes the CSEA as the exclusive representative of the non-instructional: clerical; custodial; cafeteria; maintenance and transportation employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment as described in Section 201 (5) of the Civil Service Law. All persons working in managerial capacity including, but not limited to the Business Manager, Superintendent of Buildings and Grounds, Cafeteria Manager, and Transportation Manager are not part of the bargaining unit and are not covered by this agreement. Also not included in the bargaining unit covered by this agreement are personnel whose basic duties are managerial or administrative in nature, except as otherwise stated, and all such persons designated by the Public Employment Relations Board (PERB) as confidential employees.
2. The CSEA agrees to represent all non-instructional personnel in the negotiating unit equally in the area of negotiations on terms and conditions of employment exclusive of grievances.
3. This recognition shall continue through June 30, 1999.

### (B) Dues Deduction

The District agrees to deduct from the salary of its employees who have submitted written authorization for such deduction, CSEA dues, and to transmit monthly, the total amount deducted to the Treasurer of the Civil Service Employees Association, Inc., Albany, New York.

1. Deductions shall be made uniformly and consistently once each month during the course of the year. In the event of ten-month employees, an entire 12 months dues shall be deducted over the 10 months that such employees work.
2. Dues deduction shall commence on the pay period following the date on which authorization is received from the employee and confirmation is received by the District from the Treasurer of the CSEA, Albany, NY. Such deductions shall remain in effect until the employee notifies the District, in writing, to discontinue withdrawing dues deduction. Once having withdrawn such authorization, an employee may not reinstitute dues deductions in the current fiscal year. Dues will cease being deducted on the first full pay period after receipt of written notice to stop deductions.
3. The District assumes no responsibility for the disposition of the funds as deducted once they have been turned over to the Treasurer of the CSEA, Inc., nor shall the District be liable for inadvertent error in failing to deduct dues, or failing to discontinue deductions herein provided.

## ARTICLE II - MANAGEMENT FUNCTION

Unless otherwise specifically stated herein, the District shall be deemed to have all the usual and ordinary prerogatives attributed to Management including, but not limited to, managing its facilities and directing its affairs and working force.

## ARTICLE III - DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- (A) The term *employee* shall mean a non-instructional employee of the District who is a member of the Bargaining Unit herein and who is, or shall be, actively engaged in clerical, custodial, cafeteria, maintenance and transportation assignments whose classifications shall be listed in Article IV, Categories A, B, C, D, E and F, or any new classifications in the area of employment above indicated which the District in its sole discretion shall establish, subject to applicable Civil Service laws.
- (B) The term *classification* shall mean the position to which employees are assigned to work as listed in Article IV, Categories A, B, C, D, E and F, or any other new positions that the District, in its sole discretion, may establish, subject to applicable Civil Service laws.
- (C) The term *work year* shall mean the regularly scheduled year of work as detailed in Article IV, Categories A, B, C, D, E and F, in which classifications are listed and to which employees are assigned.
- (D) The term *Legislative Body* shall mean the Board of Education.
- (E) The *Negotiating Unit* shall mean all non-instructional: clerical, custodial, cafeteria, maintenance and transportation employees as described and recognized in Article I (Recognition).
- (F) The term *CSEA* shall mean Local 1000 CSEA, Inc., AFSCME, AFL-CIO.

## ARTICLE IV - EMPLOYEE GROUPS

The following are the classifications of negotiating unit employees, and hereinafter shall be identified by category:

### Category A: 12-month employees

Clerk-Typist	Cleaner	Crew Chief
Stenographer	Custodian	Maintenance Helper
Senior Stenographer	Head Custodian I	Maintainer
Switchboard Operator	Head Custodian II	Senior Maintainer
Messenger-Bus Driver	Groundskeeper	Head Groundskeeper
Statistical Clerk	Automotive Servicer	
Senior Account Clerk	Head Auto Mechanic	
Principal Account Clerk	Driver Cleaner	

**Category B:**

- (1) 10-month employees scheduled to work September 1 through June 30, and all such 12-month classifications (Category A) which may be reduced to 10-month positions:

Clerk-Typist	Teacher Aide -	Classroom, I.M.C., Library,
Stenographer		Laboratory
Senior Stenographer		Audio Visual Specialist

- (2) 10-month Teacher Aides who are assigned to work with specific students shall work the teacher work year between 9/1 and 6/30 each year. There will be no allotment for holidays and vacations in lieu of shortened work year. Salary shall be based on the actual number of days worked each year by taking 1/200 of the full time Teacher Aide salary for each day of work.

**Category C:**

10-month employees scheduled to work September 1 through June 30 on a regular schedule of not less than 30 hours per week:

Food Service Helper I	Assistant Cook
Cook	Baker

**Category D:**

10-month employees scheduled to work September 1 through June 30 on a regular schedule of less than 30 hours per week:

Food Service Helper II	Cashier
------------------------	---------

**Category E:**

All bus drivers scheduled to work 10 months, September 1 through June 30, and those drivers designated to work July 1 through August 31 to provide transportation for special programs.

**Category F:**

Part-time 10-month employees scheduled to work September 1 through June 30:

Clerk Typist	Teacher Aide -	Classroom, I.M.C.,
		Library, Cafeteria

**Category G:**

10-month employees scheduled to work August 15 through June 15 on a regular schedule:

Athletic Trainer

The foregoing classifications are set forth for identification purposes and are not intended to affect or abridge the District's right to amend, add or delete classifications, subject to any requirements of Civil Service Law.

#### ARTICLE V - HOURS OF WORK

- A. For the purpose of this Agreement, hours of work for employees described in article IV, Categories A, B, C, D and E shall be as follows:
1. 12-month employees, as described in Article IV, Category A, who are assigned to a clerical classification shall be required to work 7½ hours per day, 37½ hours per week. Such employees, during the period July 1 through August 31 each year shall be required to work 6½ hours per day, 32½ hours per week. In addition, such employees shall be scheduled to work 6½ hours per day, 32½ hours per week, at such times when school is in recess.
  2. 12-month employees as described in Article IV, Category A, who are assigned to non-clerical classification shall be required to work 8 hours per day, 40 hours per week.
  3. 10-month employees as described in Article IV, Category B, shall be required to work 7½ hours per day, 37½ hours per week.
  4. 10-month, hourly paid employees, as described in Article IV, Categories C and D, shall be required to work specifically those hours assigned by the Department Manager, Superintendent or his/her designee.
  5. All bus drivers as described in Article IV, Category E, shall be required to work specifically those hours as assigned by the Department Manager.
- B. The work week for all employees shall be Monday through Friday. The District shall be allowed to schedule custodial/cleaning type employees, hired subsequent to July 1, 1977, to a maximum of four such employees, to work any five days Monday through Saturday.
- C. All lunch periods shall be one-half (1/2) hour daily, without pay, and shall be designated by the supervisor.
- D. Employees who work more than forty (40) hours in any one week shall be paid for such overtime at the rate of one and one-half (1 1/2) times his/her regular hourly rate of pay. Overtime which does not exceed forty (40) hours in any one given week will be paid at the regular straight time hourly rate.
- E. All employees described in Article IV, Category G shall be required to work 40 hours per week. The work day shall be determined by the district based on need relative to athletic events and practice sessions. The work year shall be from August 15 - June 15.
- F. Closing of Schools for Inclement Weather (Snow Days)

The following shall apply when the District closes schools due to inclement weather:

1. All buildings and grounds employees and transportation mechanics must report for work unless specifically excused by order of the Superintendent of Schools or his/her designee. Should these employees not report for work, they will lose pay unless the Superintendent



of Schools so authorizes charging the employee with a sick or personal day.

All other full-time 12-month and 10-month employees will not report for work unless specifically required to work by the Chief Building Administrator or the Superintendent of Schools or his/her designee. If not required to work, these employees will be paid their normal daily rate of pay.

3. Part-time Cafeteria employees with the following titles: Food Service Helper II and Cashier (Category D) who work a minimum of four (4) hours will not report for work and will be paid their normal hourly rate for the number of hours regularly scheduled for that day. The District shall pay for a maximum of two such days per year, if and when they occur.
4. Bus drivers (Category E) who work a minimum of twenty (20) hours per week for a continuous six (6) month period will not report for work and will be paid their normal hourly rate for the number of hours regularly scheduled for that day. The District shall pay for a maximum of two (2) such days each year, if and when they occur.
5. Part-time employees (Category F) Library Aides, Teacher Aides, IMC Aides, Cafeteria Aides, and Clerk Typists will not report for work and will be paid their normal hourly rate for the number of hours regularly scheduled for that day. The District shall pay for a maximum of two (2) such days each year, if and when they occur.
6. All employees required to work shall be paid for all time worked at the rate of time-and-one-half.

#### **ARTICLE VI - LENGTH OF SERVICE**

##### **A. Length of Service (Non-competitive and Labor Classifications)**

1. For the purpose of this Article VI, length of service for each employee who is now in the Non-competitive or Labor classification, as said classes are defined by the Civil Service Law, Rules and Regulations, shall be computed from the date on which such employee was first employed by the District, provided, however, that such service of an employee shall not be interrupted. No prior period or periods of employment shall be computed in establishing length of service of an employee for service to the District preceding the effective date that service was interrupted by any of the following:
  - (a) Resigns from his/her employment;
  - (b) Terminated or dismissed from his/her position;
  - (c) Lay-off with no recall to work within 30 days.

##### **2. Building and Grounds Employees**

For the purpose of shift selection, the above-defined Buildings and Grounds employees in the Non-competitive and Labor classification shall have an opportunity to transfer from day shift to night shift, or the reverse, or to other building locations, where practicable and subject to the discretion of the District and the approval of the Building Principal in

or to which the transfer occurs in accordance with length of service in the District. The said opportunity shall also apply to job assignment selection. Such opportunity can only be claimed once in each three-year period. Requests for transfers must be made prior to September 1 each year, and application for such transfer shall be limited to open positions only. Transfers will only be approved based on ability and quality of past performance as judged by the supervisor, regardless of length of service.

3. Bus Drivers

For the purpose of assignment selections only the above-defined Bus Drivers' length of service shall be computed in accordance with Paragraph (1) above or the date from which the driver was assigned as a Bus Driver, whichever occurred last, and shall count in accordance with the following provided, however, that drivers so selecting routes shall have had applicable experience on large buses, small buses or both large and small buses, and shall have demonstrated competence on the type of bus to be driven. Competency shall be determined by the District through the administration of a test relative to the type of bus to be driven. If a driver does not pass said test, the District shall provide training periods not to exceed 10 hours in a one-week period. Following such training, the District shall make a determination. Should the driver be dissatisfied with such determination, an appeal may be made directly to the Superintendent of Schools whose decision shall be final.

- (a) The District reserves the right to establish routes and make assignments.
- (b) Length of service is to be used once each year to claim a route for the school year, prior to the start of each school year. Routes so selected by an employee may not be changed by the employee.
  - (1) Drivers with the greater length of service in the District who are available to work a minimum of 20 hours per week, both mornings and afternoons (A.M. and P.M.), shall have the right of first selection, in accordance with the provisions of this article.
  - (2) Drivers who are available to work less than 20 hours per weeks, either mornings or afternoons (A.M. and P.M.), shall select routes based on the length of service provision of this article only after those employees covered under subparagraph 3 (b) (1) above have exercised their selection rights.
  - (3) Drivers desiring to change their status from less than 20 hours per week (A.M. and P.M.) to more than 20 hours per week (A.M. and P.M.) may do so, provided a route is open and provided it does not conflict with the District's plans to staff its routes. Such changes will be allowed only annually in accordance with 3 (b) above, or, at other times, at the convenience of the District. The driver requesting the change will be

allowed to select a route only after drivers who have previously been scheduled to work 20 hours or more each week (A.M. and P.M.) have exercised their route selection privileges.

- (4) Regular routes which become vacant during the school year, for the duration of that year, shall be filled by assignment by the District.
- (5) Late runs shall be assigned to regular routes where, in the opinion of the District, it is in the best interest of the District.
- (6) Drivers who are scheduled to work 20 hours or more each week (A.M. and P.M.) shall have the right of first application for extra "runs", trips, i.e. field trips, Saturday sport trips, etc., where they do not interfere with normal routes, but such extra work, combined with normally scheduled work, cannot exceed 40 hours in any work week. Such extra work shall be distributed, where at all possible, equitably on a rotating basis. Only after drivers who are scheduled to work more than 20 hours per week (A.M. and P.M.) apply for such extra work shall such extra work be offered on a rotating basis to drivers who are scheduled to work less than 20 hours per week (A.M. and P.M.)
- (7) Drivers of a regularly assigned route, it is understood and agreed, assume the responsibility for the route including those times when District Schools may be closed and services to private schools, etc., must be maintained.
- (c) Notwithstanding the foregoing, all assignments shall meet with the approval of the Transportation Manager. If, for any reason, the Transportation Manager disapproves an assignment, he/she shall have the right to effect necessary changes. All assignments made by the Transportation Manager which may be claimed to be improper may be appealed only through proper channels and shall be reviewable by the Superintendent of Schools or his/her designee, whose decision shall be final.

#### 4. Promotions and Job Re-assignments

Ability, adaptability, and length of service shall be given consideration insofar as practicable, consistent with the needs of the District as to the following:

- (a) Promotions in the Labor and Non-competitive job vacancies.
- (b) In the case of employees, other than employees referred to in Article VI, A Sec (2) and (3) above, seeking job re-assignments to vacancies which are within the same Non-competitive and Labor classifications as the position held by employees seeking re-assignments.

5. Miscellaneous Provisions

Wherever practicable and consistent with the needs of the District, employees serving within the same position under Article VI A shall be given preference in the choice of vacation periods.

- (a) Nothing herein contained shall prevent the District from transferring any employee from one shift to another, or from one location to another, whenever the District deems it in the best interest of the District; such transfer or denial of transfer, when made, shall not be subject to length of service rights.
- (b) Where any employee, as defined in Article VI A (1) (Non-competitive and Labor classifications) is laid off or terminated, the District shall, on written request to the District's Personnel Administrator, be given an opportunity, together with the employee's union representative on employee's request to meet within ten working days of the employee's requests (but the date of such interview shall not affect the date of termination) with the Superintendent and/or his/her designee in order to express the employee's concerns regarding the layoff or termination; however, the opportunity to have such meeting shall not provide such employee with any rights relating to such layoff or termination which are not granted under Civil Service Law. Notwithstanding any provisions in this Article VI A (5) or any other provisions in this Article VI (A), termination or layoffs in the Non-competitive and Labor classification irrespective of length of service shall continue to be in the sole discretion of the District.

It is understood and agreed that with respect to terminations and layoffs of Non-competitive and Labor class employees, such employees are not granted any rights under this agreement that they do not possess under Civil Service Law.

- (c) In the event that any employee, defined in Article VI (A) (1) deems himself/herself aggrieved under any provision of this Article VI (A), the sole and exclusive appeal for review shall be in writing addressed to, and determined by, the Superintendent of Schools whose determination shall be final and binding and shall not be subject to the grievance procedure provided herein.

The Superintendent of Schools, at his/her discretion, may determine the issue on the written appeal submitted or may, if he/she deems it necessary, invite the aggrieved party and any other person to appear before him/her or his/her designee for informal oral review of the complaint presented.

B. Length of Service (Competitive Classifications)

1. In addition to the rights accorded by law to employees appointed to Competitive Civil Service positions, the following shall apply:
  - (a) Buildings and Grounds Employees: For the purpose of shift selection, Buildings and Grounds employees in Competitive classifications shall have an opportunity to transfer from day shift to night shift, or the reverse, or to other building locations, where practicable, and subject to the discretion of the District and the approval of the Building Principal in or to which the transfer occurs in accordance with the length of service in the District. The said opportunity shall also apply to job assignment selection. Such opportunity can only be claimed once in each three-year period. Requests for transfers must be made prior to September 1 each year, and applications for such transfer shall be limited to open positions only. Transfers will only be approved based on ability and quality of past performance as judged by the supervisor, regardless of length of service.
  - (b) Employees in Competitive classifications shall, on the basis of ability, adaptability and length of service, be given consideration insofar as practicably consistent with the needs of the District as to job re-assignments regarding job vacancies within the same Competitive classifications as the position held by the employee seeking re-assignment.
  - (c) Wherever practicable and consistent with the needs of the District, employees appointed to Competitive Civil Service positions shall be given preference in the choice of vacation periods based on length of service.
  - (d) Nothing herein contained shall prevent the District from transferring any employee from one shift to another or from one location to another whenever the District deems it in the best interest of the District; such transfer or denial of transfer, when made, shall not be subject to length of service rights.

ARTICLE VII - SALARY

A. First year of the Agreement, July 1, 1996 through June 30, 1997:

1. Each step of the salary schedules, annexed hereto and made part thereof as Exhibit I for all Clerical, Custodial, Teacher Aide, Cafeteria and Bus Driver positions, as described in Article IV, (EMPLOYEE GROUPS), Categories A, B, C, D, E, F, and G, have been increased by three percent (3.0%) over the salary schedules applicable (on record) for the contract year July 1, 1995 through June 30, 1996.

-The following stipend shall be added to each step of the agreement to the respective categories after the percentage increase has been applied:

F/T Clerical - 12 months	- \$620
F/T Clerical - 10 months	- \$500

F/T Aides - 10 months	- \$500
P/T Aides & Clerical	- \$.25/hr
Custodial, Cleaner, Maintainer Schedule	- \$665
P/T Bus Drivers	- \$.25/hr
Hourly Cafeteria Employees	- \$.25/hr
Cook & Asst. Cook	- \$400

The amounts added to each category shall be incorporated into the salary schedules.

B. For the second year of the Agreement, July 1, 1997 through June 30, 1998:

- Each step of the salary schedules annexed hereto and made part thereof as Exhibit II, for all Clerical, Custodial, Teacher Aides, Cafeteria and Bus Driver positions as described in Article IV, (EMPLOYEE GROUPS), Categories A, B, C, D, E, F, and G, have been increased by three percent (3.0%) over the salary schedules applicable (on record) for the contract year July 1, 1996 - June 30, 1997.

The following stipend shall be added to each step of the agreement to the respective categories after the percentage increase has been applied:

F/T Clerical - 12 months	- \$620
F/T Clerical - 10 months	- \$500
F/T Aides - 10 months	- \$500
P/T Aides & Clerical	- \$.25/hr
Custodial, Cleaner, Maintainer Schedule	- \$665
P/T Bus Drivers	- \$.25/hr
Hourly Cafeteria Employees	- \$.25/hr
Cook & Asst. Cook	- \$400

The amounts added to each category shall be incorporated into the salary schedules.

C. For the third year of the Agreement, July 1, 1998 through June 30, 1999:

- Each step of the salary schedules, annexed hereto and made part thereof as Exhibit III, for all Clerical, Custodial, Teacher Aide, Cafeteria and Bus Driver positions as described in Article IV, (EMPLOYEE GROUPS), Categories A, B, C, D, E, F, and G, have been increased by three percent (3.0%) over the salary schedules applicable (on record) for the contract year July 1, 1997 - June 30, 1998.

The following stipend shall be added to each step of the agreement to the respective categories after the percentage increase has been applied:

F/T Clerical - 12 months	- \$620
F/T Clerical - 10 months	- \$500
F/T Aides - 10 months	- \$500

P/T Aides & Clerical	- \$.25/hr
Custodial, Cleaner, Maintainer Schedule	- \$665
P/T Bus Drivers	- \$.25/hr
Hourly Cafeteria Employees	- \$.25/hr
Cook & Asst. Cook	- \$400

The amounts added to each category shall be incorporated into the salary schedules.

- D. For the purpose of this Agreement, employee's step placement and advancement shall be as follows:
1. All employees covered by this Agreement, who are hired on or before the first working day of January shall, on July 1 following employment, advance to the next step on the appropriate salary schedule in their classification.
  2. All employees covered by this Agreement, who are hired after the first working day of January, shall not advance to the next step on the appropriate salary schedule in their classification until one year from July 1 following the date of hire.
- E. Employees who work more than forty (40) hours in any one week shall be paid for such overtime at the rate of one and one-half (1 1/2) times his/her regular hourly rate of pay. Overtime which does not exceed forty (40) hours in any given week will be paid at the regular straight time hourly rate.
- F. Full time permanent employees whose normal regular shift begins after 3:00 P.M. daily shall be entitled to a seven percent (7%) night work wage differential based on their base weekly wage for all hours worked.
- G. Cafeteria employees (as described in Article IV, Categories C & D), when scheduled to service functions outside of the normal, regular workday, shall be paid no less than \$4.50 per hour, nor more than their regular hourly rate, whichever is higher, for a minimum of four (4) hours or their actual time, whichever is greater. In the interest of equity, employees shall be asked to work on a rotating basis, by seniority. On these occasions, should employees not accept such assignment, the District shall make assignments by seniority from the least senior to the most senior on a rotating basis.
- H. Buildings and Grounds personnel, if recalled on a holiday, payment shall be made for time and one-half with three-hour minimum exclusive of recall for snow.
- I. Benefits for employees in Categories A, B, C and D shall be computed by using the normal working day as a base for all benefits.

Category E Employees (Bus Drivers) benefits shall be based on a Driver's normal work schedule. Temporary extra work shall be specifically excluded. Temporary extra work shall not be included for sick leave payment and personal leave payment, with the exception that temporary extra work which occurs and is given to bus drivers in addition to regular route assignment after

October 1 each year and which continues in excess of 100 school days will be reviewed at the end of each school year and payment will be made retroactively for sick days and personal days which were taken on the days when such extra work was performed during the school year.

- J. Category E employees (Bus Drivers) who are scheduled to work mornings shall be paid on the basis of a minimum of two (2) hours at the employee's regular hourly rate of pay for those times when the employee is scheduled to work and reports for such work.
- K. Cafeteria employees (as described in Article IV, Categories C and D) shall receive three (3) new uniforms and one (1) pair of shoes per year. Bus Driver employees (Category E employees as described in Article IV) shall receive one (1) jacket each year. All employees who are provided with uniforms by the District are required to wear such uniforms with appropriate insignias, as supplied, while on duty and in the performance of their duties. Failure to properly wear such uniform will result in the employee's being sent home for the day resulting in loss of pay for days of non-conformance after one (1) warning.
- L. Working out of title shall only apply to Custodial personnel (i.e.: Custodian assigned as Head Custodian and Head Custodian, Elementary to Head Custodian, Secondary). Such employees when assigned to perform the duties in the higher classifications shall be paid the rate for the higher classification using the employee's base rate to the nearest dollar amount, but not less than his/her base rate of the higher classification plus one (1) step. Such increase will not be paid for the first ten working days in such higher classification and shall not be retroactive to the first day of assignment. The District shall pay for all such temporary assignments replacing employees on leave of absence and/or absence due to illness; excluded are replacement assignments because of vacation or jury duty.
- M. Bus Drivers hired on or after July 1, 1997 will be paid on a new salary schedule as per attached schedules.

#### ARTICLE VIII - LONGEVITY

- A. Eligible employees who, as of July 1 each year, have completed: ten (10) continuous years of service; fourteen (14) continuous years of service; and twenty (20) continuous years of service will receive each year thereafter, on a non-cumulative basis, a longevity increment for each step achieved according to the following:

First year of the Agreement July 1, 1996 through June 30, 1997:

- 1. Eligible Clerical, Custodial, Teacher Aide and Athletic Trainer Employees regularly employed not less than thirty-seven and a half (37½) hours per week shall receive \$800. for each longevity step, above detailed.
- 2. Eligible hourly paid Cafeteria employees:
  - (a) Regularly scheduled to work a minimum of thirty (30) hours per week shall receive \$739. for each longevity step, above detailed.



- (b) Regularly scheduled to work a minimum of twenty (20) hours per week, but less than thirty (30) hours per week, shall receive \$484. for each longevity step, above detailed.
    - (c) Regularly scheduled to work a minimum of ten (10) hours per week, but less than twenty (20) hours per week, shall receive \$246. for each longevity step, above detailed.
  - 3. Eligible hourly paid Bus Drivers:
    - (a) Regularly scheduled to work a minimum of thirty (30) hours per week shall receive \$701. for each longevity step, above detailed.
    - (b) Regularly scheduled to work a minimum of twenty (20) hours per week but less than thirty (30) hours per week shall receive \$426. for each longevity step, above detailed.
    - (c) Regularly scheduled to work a minimum of ten (10) hours per week, but less than twenty (20) hours per week, shall receive \$232. for each longevity step, above detailed.
  - 4. Eligible part time Clerical and part time Teacher Aide employees:
    - (a) Regularly scheduled to work a minimum of twenty (20) hours per week, but less than thirty (30) hours per week shall receive \$426. for each longevity step, above detailed.
    - (b) Regularly scheduled to work a minimum of thirty (30) hours per week, but less than thirty-seven and a half (37 1/2) hours per week, shall receive \$643. for each longevity step, above detailed.
- B.
- 1. For the second year of the Agreement July 1, 1997 - June 30, 1998 the amount for each longevity step in (A) of this article shall be increased by three percent (3.0%).
  - 2. For the third year of the Agreement July 1, 1998 - June 30, 1999 the amount for each longevity step in (A) of this article shall be increased by three percent (3.0%) over the amount for the year July 1, 1997 - June 30, 1998.

For the purpose of this Article, to determine eligibility, years of continuous service shall mean years of uninterrupted service. Should authorized leaves of absence have occurred within the time span being viewed for longevity purposes, that time so absent shall be deducted in computing eligibility for longevity. Should an employee have been terminated and subsequently rehired, the latest date of employment shall prevail and no credit given for former service.

Longevity shall be paid out throughout the year on a pro-rated basis by pay period. In addition, longevity shall be factored and paid on an overtime basis (time-and-one-half) for all hours worked each week in excess of forty (40) hours.

## **ARTICLE IX - EMPLOYEE BENEFITS**

### **A. Health Insurance**

For the term of this Agreement, the District shall provide health insurance for all employees who, under the terms of the plan, qualify for such insurance and are scheduled to work twenty (20) hours or more each week exclusive of additional temporary assignment and overtime worked. The premium cost of such insurance shall be co-shared 90% paid by the District and 10% paid by each participating employee.

Effective November 1, 1984, all employees hired on or after said date must be regularly scheduled to work a minimum of twenty-five (25) hours per week or more to be eligible for health insurance participation.

During the term of this contract, an employee who is covered under the District's health insurance plan as of September 1, 1990, may submit a waiver of said coverage, in a form designed by the District, on or before February 1st of the school year. In the event a staff member has failed to exercise this option by February 1st due to an unforeseen or special circumstance, causing employee to miss the filing deadline for exercise of said option, the staff member may apply for the benefit after February 1st. The Superintendent, following consultation with the CSEA President, shall determine to grant or deny the late application. The staff member shall be paid, as additional salary, on a yearly basis during the first payroll in May, the sum of thirty-five percent (35%) of the then yearly premium by the District for the aforesaid July 1, 1990 coverage in the event he/she chooses to waive coverage. (Said sum shall be prorated as of the effective date of withdrawal.) In the event a staff member who has chosen this option because of an "unforeseen event," wishes to re-enroll in any school year, the staff member shall return, on a prorata basis that portion of monies previously paid during the school year, if any, determined as of the effective date of re-enrollment.

An "unforeseen event" shall be defined as a "life event," such as the death of the person under whose medical insurance the staff member is covered, divorce from the policyholder or loss of job of the policy-holder.

### **B. Dental Insurance**

For the term of this Agreement, the District shall provide dental insurance for all employees who, under the terms of the plan, qualify for such insurance and are scheduled to work twenty (20) hours or more each week, exclusive of additional temporary assignment and overtime worked. Effective November 1, 1984, all employees hired on or after said date must be regularly scheduled to work a minimum of twenty-five (25) hours per week or more to be eligible for dental insurance participation. Coverage for all new employees shall commence on the first of the month following six (6) months of service from the date of hire, provided, however, that such new employee(s) enrolls for coverage during the first thirty (30) days of employment.

Effective July 1, 1987, the dollar amount paid by the District for dental insurance premiums shall remain constant for the term of the agreement except that any increases in premium which may

occur will be equally co-shared 50% paid by the participating unit employee(s). The dental plan in effect as of 6/30/93 shall remain in effect for the duration of this agreement, unless modified by mutual consent.

C. Life Insurance

The District shall provide twenty thousand dollars (\$20,000) Life Insurance for qualifying employees. This benefit shall apply to all covered employees who, under the terms of the plan, qualify for such insurance and are scheduled to work twenty (20) hours or more each week, exclusive of additional temporary assignments and overtime worked; the premium cost of such insurance shall be co-shared 80% paid by the District and 20% paid by each participating employee. Effective November 1, 1984, all employees hired on or after said date must be regularly scheduled to work a minimum of twenty-five (25) hours per week or more to be eligible for life insurance.

D. Income Disability Insurance

1. For the term of this Agreement, the District shall provide Income Disability Insurance for all employees who, under the terms of the plan, qualify for such insurance; the premium cost of such insurance shall be co-shared 80% paid by the district and 20% paid by each participating employee. Coverage for all new employees shall commence on the first of the month following six (6) months of service from the date of hire, provided, however, that such new employee(s) enrolls for coverage during the first thirty (30) days of employment. The plan shall not be modified in any form, except that which shall bear no increased cost to the District.
2. The District shall provide Income Disability Insurance for cafeteria employees and bus drivers. To be eligible, cafeteria employees and bus drivers must be regularly scheduled to work thirty (30) or more hours per week. The premium cost of such insurance shall be shared 80% paid by the District and 20% paid by each participating employee; however, the District's share shall be limited and shall not exceed the dollar amount the District co-shares for the disability insurance it provides for other CSEA groups as per this Article IX, Paragraph D, 1 above.
3. It is agreed that no employee shall receive pay for both sick leave and income disability compensation for any absence due to illness. Income Disability Insurance, payable under the insurance plan for any day that sick leave compensation is provided, shall be returned to the District by the employee, if received directly.
4. Employees must apply for said insurance within the first 90-days of any disability. Employees must notify the School District, in writing, within the 90-day waiting period if the employee intends to use accrued unused sick leave beyond the 90-day waiting period. No payment for accrued sick leave shall be made beyond the 90-day waiting period if the employee fails to file the disability claim and does not notify the School District, in writing, for continued use of accrued unused sick leave. The District shall be obligated, during said waiting period, to notify in writing (certified mail, return receipt requested) the affected employee of his/her options and obligations.

5. Effective November 1, 1990 the basic Income Disability Insurance Policy was amended by the addition of two (2) limitations, to wit: age sixty-five (65) limitation for receipt of benefits for both accident and sickness, and Income Disability Insurance benefits shall be reduced in an amount equal to the retirement benefits (allowance) received under the New York State Employees' Retirement Plan.

E. Retirement Plan

The District shall provide a non-contributory Retirement Plan for all employees who, under the terms of the plan, are eligible. The plan provided shall be the 1/60 non-contributory Retirement Plan provided in Chapter 1006 of the Civil Service Laws of 1966.

Effective February 1, 1991, the District, subject to approval by the New York State Employees' Retirement System, shall provide the additional pension benefits of Section 75-e; Section 75-g; and Section 75-i of the Retirement and Social Security Law. (Said change effective February 1, 1991 conforms to resolution form provided by the New York State Employees' Retirement System adopted by the Board of Education on September 28, 1990.)

Note: It is agreed that the District shall not be obligated to provide any insurance which is not attainable through New York authorized companies at standard rates, or which is not attainable within the District's total responsibilities and commitments.

**ARTICLE X - SICK LEAVE**

The period for measuring sick leave allowance shall be July 1 through June 30 each year. The first working day in January shall be used as the cut-off date in computing an employee's eligibility for moving to the next category of sick leave allowances. Only those employees employed on or before the first working day of January shall receive full credit for the year. Sick leave allowance and accruals shall be as follows:

A. 12-month employees as described in Article IV, Category (A):

1. New employees, for their first year of employment, shall not be entitled to receive paid sick leave benefits, unless they complete one year of service. However, the District, during the first year of employment, may advance such benefits to new employees against the allotment allowable upon the completion of the first year of service. Such benefits, when advanced, shall be as listed below on a pro-rated basis. Should new employees leave the employ of the District for any reason, prior to the completion of one year of service, he/she shall be required to reimburse the District in equal amount for compensation received as wages or salary for such sick leave advanced.
2. For the first three (3) years of service, employees shall be entitled to twelve (12) paid sick days each year (through June 30 each year) subject to (A) 1 above.
- 3a. For employees hired prior to November 1, 1982, for the fourth (4th) and subsequent years of service, employees shall be entitled to eighteen (18) paid sick days each year (through June 30 of each year). Employees in this category may accrue a maximum of 180 paid sick leave days.

- 3b. Employees hired after October 31, 1982, for the fourth (4th) and subsequent years of service, employees shall be entitled to fifteen (15) paid sick days each year (through June 30 each year). Employees in this category may accrue a maximum of 150 paid sick leave days.
- B. 10-month employees as described in Article IV, Category (B), Category (C), and Athletic Trainer:
1. New employees, for their first year of employment, shall not be entitled to receive paid sick leave benefits. However, the District, during the first year of employment, may advance such benefits to new employees against the allotment allowable upon the completion of the first year of service. Such benefits, when advanced, shall be as listed below on a pro-rated basis. Should new employees leave the employ of the District for any reason, prior to the completion of one year of service, he/she shall be required to reimburse the District in equal amounts for compensation received as wages or salary for such sick leave advanced.
  2. For the first three (3) years of service, employees shall be entitled to ten (10) paid sick leave days each year (through June 30 each year).
  - 3a. For the fourth (4th) and subsequent years of service, employees shall be entitled to fifteen (15) paid sick leave days each year (through June 30 each year). Employees in this category may accrue a maximum of 180 paid sick leave days.
  - b. Employees hired after October 31, 1982, for the fourth (4th) and subsequent years of service, shall be entitled to twelve (12) paid sick leave days each year (through June 30 each year). Employees in this category may accrue a maximum of 150 paid sick leave days.
- C. 10-month Cafeteria employees as described in Article IV, Category (D):
1. New employees, for their first year of employment, shall not be entitled to receive paid sick leave benefits. However, the District, during the first year of employment, may advance such benefits to new employees against the allotment allowable upon the completion of the first year of service. Such benefits, when advanced, shall be as listed below on a pro-rated basis. Should new employees leave the employ of the District for any reason, prior to the completion of one year of service, he/she shall be required to reimburse the District in equal amounts for compensation received as wages or salary for such sick leave advanced.
  2. Employees having less than five (5) full years of service shall be entitled to five (5) paid sick days each year (through June 30 of each year). Employees in this category shall be allowed to accrue a maximum of 30 paid sick leave days.
  - 3a. Employees who have completed five (5) full years of service as of July 1 each year shall be entitled to seven (7) paid sick days each year (through June 30 each year).

Employees in this category who are scheduled to work a minimum of four (4) hours per day, but less than six (6) hours per day, shall be allowed to accrue a maximum of 120 paid sick leave days.

- 3b. Employees in this category who are scheduled to work a minimum of two (2) hours per day, but less than four (4) hours per day, shall be allowed to accrue a maximum of 60 paid sick leave days.

D. Bus Drivers (drivers) who work a minimum of twenty (20) hours per week as described in Article IV, Category (E):

1. New employees, for their first year of employment shall not be entitled to receive paid sick leave benefits. However, the District, during the first year of employment, may advance such benefits to new employees against the allotment allowable upon the completion of the first year of service. Such benefits, when advanced, shall be as listed below on a pro-rated basis, upon completion of continuous service in each year. Should new employees leave the employ of the District for any reason, prior to the completion of one year of service, he/she shall be required to reimburse the District in equal amounts for compensation received as wages or salary for such sick leave advanced.
2. For the following year and for all subsequent years of service, employees in this category, upon completion of six (6) months of continuous service, in each year, shall be entitled to eight (8) paid sick days each year (through June 30 each year).

Employees in this category may accrue a maximum of 36 paid sick leave days.

E. Part-time 10-month Clerical employees and Teacher Aides as described in Article IV, Category (F):

1. New employees, for their first year of employment shall not be entitled to receive paid sick leave benefits. However, the District, during the first year of employment, may advance such benefits to new employees against the allotment allowable upon the completion of the first year of service. Such benefits, when advanced, shall be as listed below on a pro-rated basis. Should new employees leave the employ of the District for any reason, prior to the completion of one year of service, he/she shall be required to reimburse the District in equal amounts for compensation received as wages or salary for such sick leave advanced.
2. Employees in this category shall be entitled to three (3) paid sick leave days each year (through June 30 each year) subject to (E) 1 above.

Employees in this category may accumulate a maximum of 5 paid sick leave days.

F. All employees covered under items A, B, C, D and E above, will be paid for sick leave days in accordance with their normal regular daily rate, or hourly rate where applicable, and shall be paid according to their normally scheduled work day.

- G. 1. Employees employed prior to November 1, 1984 who have completed a minimum of three years of service in the District shall, upon separation, be entitled to receive twenty percent (20%) of any sick leave which was accrued and not used, limited to the maximum accumulations as listed in this Agreement. This benefit is intended to reduce absenteeism, and as such, is experimental. Employees hired on or after November 1, 1984 have no entitlement to be paid and shall receive no payment for accrued unused sick leave upon separation of employment from the District.
2. Employees who have completed a minimum of two years of service in the District shall, upon retirement, be entitled to receive sixty percent (60%) of any sick leave which was accrued and not used, limited to the maximum accumulations as listed in this Agreement for each category of employee.

Payment in the percentages, as noted above, for accrued unused sick leave shall be paid to the estate of employees who may die while in the active employ of the District.

Notwithstanding changes in said benefit from prior Agreement, said benefits are intended to reduce absenteeism and, as such, shall continue to be experimental for the duration of this Agreement.

- H. Employees entitled to paid sick leave benefits under this Article shall be allowed, with prior approval of the Superintendent of Schools or his/her designee, sick leave with pay for a total of five (5) days during each year, July 1 through June 30, for illness in the employee's immediate family, provided, however, that employees making claim have accrued unused sick leave under this Article to which this is chargeable. Immediate family shall be defined as husband, wife, son, daughter, mother, father, or other relatives residing with the employee. It is agreed that this usage of sick leave be limited to situations which require the presence of the employee when no other assistance is possible or available.

#### **ARTICLE XI - PERSONAL LEAVE**

- A. All 12-month employees and all 10-month employees, as described in Article IV, Categories A, B, C and G shall be entitled to personal leave for emergency reasons not to exceed two (2) days in each year, July 1 through June 30, or September 1 through June 30 (in the case of 10-month full-time employees).
- B. All-10 month employees, as described in Article IV, Category D, shall be entitled to personal leave for emergency reasons not to exceed one (1) day in each year, September 1 through June 30.
- C. The personal leave days, as described in A and B above, shall not be accruable from year to year and shall be deducted from accrued unused sick leave.
- D. New employees, for their first year of employment, shall not be entitled to receive paid personal leave benefits, unless they complete one year of service. However, the District, during the first year of employment, may advance such benefits to new employees against the allotment allowable upon the completion of the first year of service. Such benefits, when advanced, shall

be as listed above on a pro-rated basis for the period July 1 through June 30 or September 1 thorough June 30 (for 10-month employees) and shall be deducted from the sick leave entitlement of their subsequent year of employment. Should new employees leave the employ of the District for any reason, prior to the completion of one year of service, he/she shall be required to reimburse the District in equal amounts for compensation received as wages or salary for such personal leave advanced.

- E. Employees who qualify for personal leave with pay, as described in A, B. and D above, must arrange with the immediate supervisor for such time off two (2) days or more in advance, whenever possible. Prior permission must be granted in order to qualify for such absence with pay. Each request for such time off must be evaluated by the Superintendent who will either approve or disapprove such time off, based on the merit of the request.

All employees covered under items A, B, C and D, above will be paid for personal leave days in accordance with their normal regular daily rate, or hourly rate where applicable, and shall be paid according to their normally scheduled work day (Reference Article VII Salary, Paragraph H for payment to bus drivers) and these days, as aforesaid, shall be deducted from accrued unused sick leave, except in the case of new employees where such deduction shall be made from the subsequent year's sick leave.

The following reasons are suggested as guides in determining what constitutes a reasonable request for personal leave with pay:

1. Religious holiday, the observance of which is expected or required.
2. Funeral of relatives other than those provided for in Article XV, Bereavement Leave.
3. Marriage.
4. Necessary court appearance.
5. Closing title on home.
6. Moving
7. Emergency accident.
8. Too personal to record (reason to be discussed with immediate supervisor)
9. Other (explain)

Such requests as "my car will not start," "the roads are slippery," or "shopping" do not fall into the above categories as reasonable requests for personal emergencies. Approval of all requests will be predicated upon the fact and intent that the matter cannot be attended to outside of working hours.

## **ARTICLE XII - CHILD REARING LEAVES**

For the purpose of this Agreement, employees covered by this Agreement shall be entitled to request, if they so desire, a Child Rearing Leave of Absence without pay, for a total period not to exceed twelve (12) months, subject to approval by the Board of Education.



### ARTICLE XIII - JURY DUTY

For the purpose of this Agreement, employees covered by the Agreement who are summoned for, and serve, jury duty other than on a voluntary basis, shall be paid their regular pay for all such time spent as a juror. Employees requesting time off with pay, as provided by this Article for jury duty, shall present to the District, in advance of reporting for jury duty, a copy of the Jury Notice and following which service, shall present a copy of the receipt of payment of his/her jury duty pay.

### ARTICLE XIV - MILITARY LEAVE OF ABSENCE

For the purpose of this Agreement, employees covered by this agreement, who have military reserve obligations, i.e. U.S. Military Reserve, National Guard, etc., shall be granted leave for such obligation at full pay, limited to a maximum of 30 days in each year, July 1 through June 30. Leaves granted for this purpose shall not be deductible from the employee's accumulated sick leave or personal leave, as provided in Article X and XI respectively. If at all possible, such leave to meet military obligation shall be taken at time when school is in recess.

### ARTICLE XV - BEREAVEMENT LEAVE

- A. Each employee shall be allowed up to five (5) days of leave (non-cumulative each year) July 1 through June 30 without loss of pay for each death in the immediate family. Such absence shall be subject to the approval of the Superintendent of Schools or his/her designee and shall not be deducted from either paid sick leave or paid personal leave.
- B. Immediate family, as noted in A above, for this Article, shall be defined as: brother, sister, father, mother, grandmother, grandfather, son, daughter, husband, wife, mother-in-law, father-in-law, stepbrother, stepsister, stepfather, stepmother, stepson, stepdaughter, or other relative residing with the employee.

### ARTICLE XVI - VACATION

The period which is used to accrue vacation credits is July 1 through June 30 of each year. An employee will be eligible to move to the next category of vacation allowance if he/she has completed the required amount of service in accordance with the following schedules, which detail the amount of vacation credits earned by the various CSEA employee groups. Only those employees employed on or before June 30 shall receive full credit for the year.

- A. 12-month employees (described in Article IV, Category A)
  - 1. During the first year of employment, subject to the conditions set forth in C below, credits will be pro-rated on the basis of ten (10) working days per year, according to the number of completed months worked prior to June 30 of that year.
  - 2. One year of continuous employment but less than five (5) years of continuous employment as of June 30: ten (10) working days vacation with pay.

3. Five (5) years of continuous employment but less than ten (10) years of continuous employment as of June 30: fifteen (15) working days vacation with pay. Persons hired after November 1, 1982 will be limited to a maximum of fifteen (15) working days for vacation.
4. For employees hired before November 1, 1982: ten (10) years, or more, of continuous employment, as of June 30: twenty (20) working days vacation with pay.

12-month employees will be allowed to take vacation following the period in which credits were earned. Such vacation shall be taken during the period normally used for vacations (summer). Vacations scheduled following the summer period will be allowed during school recess periods or other periods at the convenience of the District.

B. 10-month employees (described in Article IV, Category B)

1. During the first year of employment, subject to the conditions set forth in "C" below, credits will be pro-rated according to the number of months worked prior to June 30 of that year, on the basis of eight (8) working days per year.
2. One (1) year of continuous employment, but less than five (5) years of continuous employment as of June 30: eight (8) working days vacation with pay.
3. Five (5) years of continuous employment, but less than ten (10) years of continuous employment as of June 30: twelve (12) working days vacation with pay. Persons hired after November 1, 1982 will be limited to a maximum of twelve (12) working days for vacation.
4. For employees hired before November 1, 1982: ten (10) years, or more, of continuous employment as of June 30: sixteen (16) working days vacation with pay.

10 month employees will be allowed to take vacation during the year in which the credits are being earned. Vacation may only be taken during school recess periods. Should an employee's vacation credits extend beyond the number of days allowed for recess then, at the convenience of the District, other times will be allowed.

- C. New employees, for their first year of employment, shall not be entitled to receive paid vacation benefits. However, the District, during the first year of employment, may advance such benefits to new employees against the allotment allowable upon the completion of the first full year of service. Such benefits, when advanced, shall be as listed above on a pro-rated basis. Should new employees leave the employ of the District for any reason prior to the completion of one year of service, he/she shall be required to reimburse the District in equal amounts for compensation received as wages or salary for such vacation advanced.
- D. The maximum amount of vacation days that may be accrued at any time shall not exceed the amount each employee has earned in the preceding year ending June 30. Amounts of vacation days in excess of such maximum will lapse as of July 1 each year and, thereafter, there shall be no further entitlement or other benefit related to such lapsed days.

- E. Employees employed by the District beyond one year of service, who terminate prior to completing vacation will receive, at the time of termination, accrued unused vacation pay prorated to the last full month worked.

#### ARTICLE XVII - HOLIDAYS

For the purpose of this Agreement, the following applies with regard to CSEA employee holidays:

- A. All 12-month employees, described in Article IV, Category A, shall be entitled to sixteen (16) paid holidays each year of the Agreement, July 1 through June 30.
- B. All 10-month employees, described in Article IV, Categories B and C, shall be entitled to those holidays designated for 12-month full time employees which fall between September 1 and June 30 each year.
- C. All 10-month employees described in Article IV, Category D, with the exceptions as noted in (3) and (4) shall:
1. Upon completion of one (1) full year of service (as of the employee's anniversary date), be entitled to one (1) holiday each year, September 1 through June 30.
  2. Upon completion of two (2) full years of service (as of the employee's anniversary date), be entitled to two (2) holidays each year, September 1 through June 30.
  3. Employees who are scheduled to work a minimum of four (4) hours per day, upon completion of five (5) years of service, will be entitled to eleven (11) holidays each year, September 1 through June 30.
  4. Employees who are scheduled to work a minimum of two (2) hours per day, but less than four (4) hours per day, upon completion of five (5) years of service, will be entitled to five (5) holidays each year, September 1 through June 30.
- D. Bus Drivers who are scheduled to work a minimum of twenty (20) hours per week shall be entitled to eleven (11) holidays each year, September 1 through June 30.
- E. All 10 month employees described in Article IV, Category G shall be entitled to the following holidays: Labor Day, Rosh Hashanah, Yom Kippur, Veterans Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Presidents Day, Holy Thursday, Good Friday and Memorial Day. Additional holidays bringing the total to fifteen holidays shall be set each year by the director of Athletics.

To be eligible to participate in designated holidays, employees must be actively employed at the time the holiday(s) occur.

During the first year of employment, persons so hired shall, upon employment, be immediately eligible to participate in the holidays remaining for that given year, subject to the eligibility provisions noted above and the limitations noted in paragraph A, B,C,D, and E above.

Holidays shall be designated by the District in advance of their occurrence and shall be publicized.

Should a holiday occur during an employee's vacation, this day shall be added to the employee's vacation period. No holidays shall accrue, nor shall credit occur, for holidays falling within leave taken other than vacation leave.

### ARTICLE XVIII - NO DISCRIMINATION

The parties to this Agreement agree that neither party to the Agreement shall indulge in punitive or discriminatory practices in any way against any employee, by reason of his/her membership or non-membership in, or participation or non-participation in, the legal activities of the CSEA.

### ARTICLE XIX - GRIEVANCE PROCEDURE

- A. 1. **Grievance** is defined as any dispute or controversy involving a claimed violation, misinterpretation or improper application of the terms or provisions of this Agreement. It is understood that this grievance procedure shall not apply to any matter for which the rights and remedies of the parties, including quasijudicial and judicial procedures, are specifically provided for by law; nor shall this grievance procedure be used to contest the exercise of any power duly delegated to or imposed by law upon the Superintendent of Schools and/or the Board of Education.
- 2. No grievance shall be brought later than thirty (30) calendar days after the circumstance or occurrence giving rise to same.
- B. An employee or group thereof having the same grievance shall have the right to utilize the grievance procedure and the party instituting the grievance shall be hereinafter referred to as the *aggrieved* or *grievant*.
- C. The aggrieved shall be entitled to a representative of his/her choice, including the Association, to act on behalf of the aggrieved during the administration of the grievance.
- D. Wherever hereinafter used, the *days* shall mean those days which are work days for members of the unit.
- E. The word *Superintendent*, whenever used herein, shall include the Superintendent's designee.
- F. The words *Personnel Administrator*, whenever used herein, shall include the Personnel Administrator's designee.
- G. That all time periods set forth herein may be extended by consent of the parties.
- H. All references in this Agreement to Grievance Procedure shall refer to this article.

I. Procedures:

Preliminary Procedure to the Filing of a Grievance

The parties agree that , in the interest of prompt and amicable disposition of a complaint, the Employee shall, prior to initiating a formal grievance under Stage I, discuss the complaint informally with his/her immediate supervisor. The said supervisor must be advised that the complaint is made under the preliminary procedure to the filing of a grievance. Except in the event of a summary rejection by the supervisor of a pre-grievance complaint, the supervisor shall be allowed a period of not more than five (5) days to advise the potential grievant or grievants of his/her response to the complaint and of the action to be taken thereon, if action is necessary.

Any formal Stage I grievance shall contain a recitation showing that the informal pre-grievance procedure has been complied with and that satisfaction of the complaint has not been obtained.

STAGE 1

The grievance, which shall include the clear statement of the grievance and identify the provisions of the Agreement alleged to have been violated and the relief sought shall be presented in writing to the employee's direct supervisor with a copy simultaneously submitted to the Office of the Superintendent. ("Direct supervisor" shall be the building principal for those employees assigned in a school or the department manager to whom each employee reports). Documentary evidence including documents, affidavits, statements, etc., in support of the grievant's position should be included, signed and dated. In the event that the grievant believes that the grievance is one of a district nature and therefore that Stage 1 provides an inappropriate forum for its review, grievant shall submit with his/her papers a separate statement addressed to the Superintendent of Schools requesting that Stage 1 be waived and that the Superintendent of Schools undertake to review same under Stage 2 and 3 procedures. Grievant shall set forth his reasons for such request. The Superintendent may determine, either on his/her own motion, or, upon request from the grievant, within the time provided for the direct supervisor, that the grievance involves a districtwide matter and that the Superintendent undertakes original jurisdiction of such grievance, subject to the procedures provided in Stage 2 or 3.

The employee's supervisor shall render his/her determination on the grievance in writing to the aggrieved party and his/her representative, if any, within ten (10) days after the grievance has been presented and a copy of such determination, together with all supporting evidence on which the determination was made, shall be delivered to the Office of the Superintendent. In the event the grievance is rejected at Stage 1 or that no determination is made within said ten (10) day period, the grievant may proceed to Stage 2.

All determinations at Stage 1 shall be automatically reviewable by the Superintendent at his/her discretion and, if such determination is not modified or reversed within five (5) days, same shall stand, subject to the right of the employee to appeal under Stage 2.

If a Stage 1 determination favorable to the Employee is reversed or modified by the Superintendent on discretionary review, the Employee shall be entitled to appeal directly to Stage 3, thereby effecting a further review by the Superintendent. The absence of a discretionary review by the Superintendent reversing, or modifying the direct supervisor's determination under Stage 1 shall not be deemed to constitute approval or disapproval by the Superintendent of such determination.

### Stage 2

The grievance shall be presented to the Personnel Administrator with simultaneous notice to the Superintendent of Schools that a Stage 2 of the grievance procedure has been initiated. The Personnel Administrator shall receive any documentation that the grievant or the direct supervisor wish to submit within three (3) days of the demand for a Stage 2 review. Copies of such additional documentation shall be submitted simultaneously to the Superintendent of Schools.

The Superintendent of Schools may again, at this stage, at any time prior to determination by the Personnel Officer, assert original jurisdiction by notice to all parties if he/she determines from the information available to him or her that the matter involved has district-wide significance or application. The absence of discretionary review by the Superintendent reversing, or modifying the direct superior's determination under Stage 1 shall not be deemed to constitute approval or disapproval by the Superintendent of such determination.

The grievance under this stage shall be determined within ten (10) days. The Personnel Administrator may elect the option of holding a hearing during the same ten (10) day period, in which event, the Personnel Administrator shall have an additional five (5) days in which to make his determination. If the grievance is rejected or not determined within ten (10) days (if no hearing is held) or fifteen (15) days (if a hearing is held), the grievant may proceed to Stage 3.

### Stage 3

In the event that the grievance is not resolved at Stage 2, the aggrieved may make a written request to the Superintendent to review the determination of the Personnel Administrator. Such request shall be made not more than ten (10) days after the aggrieved receives the determination of the Personnel Administrator. The aggrieved's request for review shall set forth the act, condition or other grounds upon which the grievance is based. Ten (10) days after the notice of Stage 2 review has been filed with the Superintendent, the Superintendent shall render a determination on the grievance. The Superintendent may elect the option of holding a hearing during the same ten (10) day period, in which event, the Superintendent shall have an additional five (5) days in which to make his/her determination.

In any appeal to the Superintendent, the parties to the controversy may submit additional documentation or other written evidence to the Superintendent with copies to the adverse party or parties, if any, and such other party or parties shall be entitled to submit rebuttal evidence, with copies to adverse parties, within three (3) days thereafter. The Superintendent may, at his/her discretion, accept written evidence at any time up to and including the time of the hearing, provided that the period herein stipulated for rebuttal shall not enlarge the time provided herein for the Superintendent's determination.

#### Stage 4 - (Advisory Arbitration)

- (a) If the grievance is not satisfactorily resolved at the conclusion of Stage 3, not later than fifteen (15) days thereafter, and provided that such grievance involves interpretation and application of this Agreement, the grievance may be submitted to non-binding advisory arbitration before an arbitrator designated by the American Arbitration Association in accordance with its rules. Only the Association can submit a grievance matter to advisory arbitration. The submission shall contain all sections of the Agreement claimed to have been violated. The arbitration shall be conducted in accordance with the applicable arbitration rules of the American Arbitration Association with the customary expense of arbitration shared equally between the Association and the District, or between the District and the grievant or grievants, as the case may be.
- (b) The Board of Education, within thirty (30) days of receipt of an advisory award, shall notify the grievant as to whether it elects to confirm or reject the advisory award of the arbitrator. Failure of the Board to give notice confirming any award favorable to the grievant in whole or in part shall be deemed a rejection of such advisory award.

#### ARTICLE XX - PROHIBITION AGAINST STRIKES

Pursuant to the requirements of Section 207 (3) (b) of the Public Employees Fair Employment Act, the CSEA agrees that neither it, nor any officer or member, shall encourage, sanction, or take part in any strike, slow down, job action or other stoppage, limitation or curtailment of work.

#### ARTICLE XXI - NEGOTIATIONS

- A. Despite references herein to the District or the CSEA as such, each reserves the right to negotiate by elected or authorized committee, individual members or their designees. Each party will provide the other, upon request, satisfactory evidence of authority to negotiate (such as official minutes).
- B. The District and the CSEA hereto agree that they shall commence negotiations for an employment agreement to take effect on the expiration of the Agreement herein, no later than February 1, 1999 so long as the CSEA remains the collective bargaining representative of the negotiating unit herein.
- C. The District and the CSEA agree to meet regularly, as mutually agreed, for the purpose outlined in Section (A) and (B) of this Article. Any meeting may be postponed or canceled by either party.
- D. During negotiations, the District and the CSEA shall present relevant data, points of view, and otherwise negotiate in good faith. Each party shall make available to the other, upon request, information within its possession which is not privileged, which is relevant to the subject under discussion.

## ARTICLE XXII - CHANGING THE AGREEMENT

The CSEA and the District agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent. The parties further agree that this Agreement cannot be changed or modified except by mutual consent, in writing. However, such right of the parties to amend by mutual consent shall not be deemed to require either party to negotiate, or continue negotiations, for changes, if such party elects not to do so.

## ARTICLE XXIII - MISCELLANEOUS

- A. It is agreed that the School District will notify CSEA of any changes in School District policy which is relative to working conditions. However, notification shall not be deemed to provide CSEA with rights of negotiations, nor shall mutual consent be required.
- B. It is agreed that the School District shall publish non-instructional job vacancies to the CSEA unit. Employees may apply for vacant positions and the District will give consideration to applicants. However, consideration shall not be deemed to provide applicants with rights to claim vacant position.
- C. CSEA will be allowed, on a space available basis, the use of school facilities for legally constituted meetings, in accordance with normal request procedures. School facilities cannot be used for meetings in which strike votes are conducted or during periods of work stoppage.
- D. It is agreed that no derogatory material will be placed in the personnel file of a unit member without the unit member first seeing the material and signing same stating that he/she has seen the material. Should an employee refuse to sign such material, it shall be placed in the employee's personnel file with appropriate statement from the school district administrator and/or supervisor regarding the employee refusal. Administrative notes are specifically excluded from this requirement.
- E. A total of five (5) working days each year, July 1 through June 30, will be granted with pay to Association officers to attend Association meetings, seminars, workshops and conferences. The said total of five (5) working days may be taken by one official or may be distributed among several officials of the Association. Requests to use any or all of this time must be made to the Superintendent of Schools, in writing, in advance.
- F. In order to qualify for the payment of accrued unused vacation and accrued unused sick leave on resignation, employees must tender a resignation a minimum of ten (10) working days prior to the effective date of resignation. On retirement, pursuant to the New York State Employees' Retirement System, a resignation must be tendered a minimum of sixty (60) calendar days prior to the effective date of retirement in order to qualify for payment of accrued unused sick leave pursuant to Article X, paragraph G-2.



ARTICLE XXIV - TERMS OF THE AGREEMENT

- A. This Agreement shall go into effect as of July 1, 1996 and shall continue in full force and effect until midnight, June 30, 1999.
- B. If any term, provision or condition of this Agreement is held to be unlawful, illegal or in violation of law, no other portion, provision or article of this Agreement shall be invalidated. The parties agree that, in the event that a portion of the Agreement is adjudicated to be illegal, unlawful, or in violation of the law, the item in conflict with the law shall be replaced, pursuant to further negotiations, with a provision that will reflect, as nearly as practicable, the intent of the original Agreement.
- C. IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14, SECTION 204A OF THE NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS LAW, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION, BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- D. Every employee organization submitting a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- E. ~~Nothing~~ Nothing in this Agreement shall operate retroactively unless expressly stated.

*Greg Miot*  
President, Jericho School Unit of Local 1000,  
CSEA, Inc. AFSCME, AFL-CIO

4/1/97  
DATE

*Henry L. Fishman*  
Superintendent of Schools

4/1/97  
DATE

WITNESSED BY:

*Antonette Soucie*  
Collective Bargaining Specialist,  
Local 1000, CSEA, Inc. AFSCME, AFL-CIO

4/1/97  
DATE

WITNESSED BY:

*Martin L. Beely*  
Assistant to Superintendent for Business

4/1/97  
DATE

**EXHIBIT I**

**SALARY SCHEDULES**

**7/1/96 - 6/30/97**

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE - CLERICAL

SALARY SCHEDULE - 1996-97

STEP	PRINCIPAL ACCOUNT CLERK	SENIOR ACCOUNT CLERK	STATISTICAL CLERK SENIOR STENO ACCOUNT CLERK	STENOGRAPHER	CLERK TYPIST (12 MONTHS) SWITCHBOARD OP	CLERK TYPIST (10 MONTHS)
1	28888	26917	26614	24335	22575	18774
2	30181	28119	27816	25943	23733	19748
3	31436	29287	28984	26614	24897	20718
4	32733	30491	30190	27816	26109	21744
5	33916	31593	31292	28984	27213	22677
6	35220	32805	32503	30190	28469	23693
7	36460	33958	33658	31292	29569	24615
8	38063	35450	35148	32503	30740	25633
9	39600	36880	36578	33658	31895	26604
10	41153	38326	38022	35148	33333	27776
11	42748	39809	39508			

- NOTE:
- Step promotions are on the recommendation of the Superintendent of Schools.
  - In assignments where unusual responsibility is needed and/or unusual merit is demonstrated, the Board may grant, upon recommendation of the Superintendent, a special increment.
  - Working hours: Sept. - June 37½ (8:30 A.M. - 4:30 P.M. - ½ hour lunch)
    - Working hours: July - August 32½ (8:00 A.M. - 3:00 P.M. - ½ hour lunch)
    - Working hours: Sept. - June (when school is in recess) 6½ hour per day (8:30 A.M. - 3:30 P.M. - ½ hour lunch) or any other such hours as may be directed by the Superintendent. Any variance from this schedule will be made at the discretion of the immediate supervisor or principal.
  - Overtime pay shall be at the rate of time and one half in excess of 40 hours per week.
  - One step limit per year in application of this schedule.
  - LONGEVITY - see CSEA contract for amount and explanation of eligibility and pro-rated allowances.

EFFECTIVE July 1, 1996

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE - TEACHER AIDES - P/T CLERICAL

SALARY SCHEDULE - 1996-97

STEP	AUDIO VISUAL SPECIALIST	TEACHER AIDE (LABORATORY, CLASSROOM, LIBRARY, I.M.C.)	ATHLETIC TRAINER	P/T TEACHER AIDE P/T CLERK TYPIST
1	19495	19236	31400	11.16
2	20497	20238		11.89
3	21523	21263		12.64
4	22588	22332		13.40
5	23698	23400		14.16
6	24840	24452		
7	27178	25413		
8	28408			
9	29580			
10	31000			

LONGEVITY: See contract for amount and explanation of eligibility  
and pro-rated allowances.

EFFECTIVE: July 1, 1996

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE  
BUILDINGS, GROUNDS & TRANSPORTATION

SALARY SCHEDULE - 1996-97

STEP	HEAD AUTO MECHANIC HEAD GROUNDSKPR CREW CHIEF	SENIOR MAINTAINER	HEAD CUST.I ELEM. SCHOOLS	HEAD CUST.II SHS	MAINTAINER AUTO-SERVICE	GROUNDSKPR	CUSTODIAN	DRIVER- MESSENGER CLEANER	MAINT. HELPER CLEANER	P/T BUS DRIVER
1	32892	38233	32622	35738	31637	28102	28394	27085	26818	15.04
2	34516	39622	33309	37128	32785	29272	29597	28140	27756	15.29
3	35718	40878	34529	38384	33958	30428	30749	29267	28858	15.51
4	36873	42267	35734	39772	35109	31637	31867	30456	30027	15.63
5	38041	43615	37027	41123	36318	32795	33118	31609	31186	16.13
6	39196	44959	38200	42467	37445	33958	34225	32797	32394	
7	40693	46313	39483	43819	38682	35034	35441	33948	33551	
8	41509	47652	40644	45161	39785	36318	36556	35139	34713	
9	42681	48994	41883	46503	41457	37445	37783		33958	
10	43881	50385	43102	47894	42111					
11	45038									

- NOTE:
1. Step promotions are on the recommendation of the Superintendent of Schools.
  2. In assignments where unusual responsibility is needed and/or unusual merit is demonstrated, the Board may grant, upon recommendation of the Superintendent, a special increment.
  3. One step limit per year in application of the schedule.
  4. Overtime pay shall be at a rate of time and one-half in excess of 40 hours per week.
  5. LONGEVITY - see contract for amount and explanation of eligibility and pro-rated allowance.
  6. A 7% differential will be paid for night work; the differential will apply only to permanent, regularly assigned staff members who work full 8 hour working shifts (8½ hours including mealtime). The night shift starts after 3:00 P.M.

EFFECTIVE July 1, 1996

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE - CAFETERIA

SALARY SCHEDULE -      1996-97

STEP	F.S.H. CLASS I (FULL TIME) RATE/HR (EQU) 6-7 HRS./DAY	F.S.H. CLASS II (PART TIME) RATE/HR. 3-5 HRS./DAY	BAKER (FULL TIME) RATE/HR. (EQU) 7 HRS./DAY	CASHIER (PART TIME) RATE/HR. 2 HRS./DAY	KITCHEN UTILITY RATE/HR. (EQU) 8 HRS./DAY	FSH SUB
1	8.50	8.48	9.26	8.50	9.68	8.48
2	9.06	8.77	9.68	8.77	10.26	
3	9.59	9.06	10.26	9.06	10.80	
4	10.11	9.31	10.80	9.30	11.25	
5	10.51	9.59	11.25	9.56	12.04	
6	11.08	9.85	11.83		12.26	
7	11.69	10.11	12.26		12.79	
8	12.04	10.32	12.79		13.22	
9	12.61	10.51	13.22		13.75	
10	13.28	10.84	13.75		14.21	
		COOK	23000	28247		
		ASST. COOK	16436	21975		

LONGEVITY: See contract for amount and explanation of eligibility and pro-rated allowances.

EFFECTIVE: July 1, 1996

**EXHIBIT II**

**SALARY SCHEDULES**

**7/1/97 - 6/30/98**

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE - CLERICAL

SALARY SCHEDULE - 1997-98

STEP	PRINCIPAL ACCOUNT CLERK	SENIOR ACCOUNT CLERK	STATISTICAL CLERK SENIOR STENO ACCOUNT CLERK	CLERK TYPIST (12 MONTHS) SWITCHBOARD OP	CLERK TYPIST (10 MONTHS)
1	30375	28345	28032	25685	23872
2	31706	29583	29270	27341	25065
3	32999	30786	30474	28032	26264
4	34335	32026	31716	29270	27512
5	35553	33161	32851	30474	28649
6	36897	34409	34098	31716	29943
7	38174	35597	35288	32851	31076
8	39825	37134	36822	34098	32282
9	41408	38606	38295	35288	33472
10	43008	40096	39783	36822	34953
11	44650	41623	41313		

- NOTE:
- Step promotions are on the recommendation of the Superintendent of Schools.
  - In assignments where unusual responsibility is needed and/or unusual merit is demonstrated, the Board may grant, upon recommendation of the Superintendent, a special increment.
  - Working hours: Sept. - June 37½ (8:30 A.M. - 4:30 P.M. -½ hour lunch)
    - Working hours: July - August 32½ (8:00 A.M. - 3:00 P.M. -½ hour lunch)
    - Working hours: Sept. - June (when school is in recess) 6½ hours per day (8:30 A.M. - 3:30 P.M. -½ hour lunch) or any other such hours as may be directed by the Superintendent. Any variance from this schedule will be made at the discretion of the immediate supervisor or principal.
  - Overtime pay shall be at the rate of time and one half in excess of 40 hours per week.
  - One step limit per year in application of this schedule.
  - LONGEVITY - see CSEA contract for amount and explanation of eligibility and pro-rated allowances.

EFFECTIVE: July 1, 1997



BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE - TEACHER AIDES - P/T CLERICAL

SALARY SCHEDULE - 1997-98

STEP	AUDIO VISUAL SPECIALIST	TEACHER AIDE (LABORATORY, CLASSROOM, LIBRARY, I.M.C.)	ATHLETIC TRAINER	P/T TEACHER AIDE P/T CLERK TYPIST
1	20580	20313	32842	11.74
2	21812	21345		12.50
3	22889	22401		13.27
4	23768	23502		14.05
5	24807	24602		14.83
6	26085	25686		
7	28491	26675		
8	29760			
9	30987			
10	32430			

LONGEVITY: See contract for amount and explanation of eligibility and pro-rated allowances.

EFFECTIVE: July 1, 1997

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CML SERVICE  
BUILDINGS, GROUNDS & TRANSPORTATION

SALARY SCHEDULE - 1997-98

STEP	HEAD AUTO MECHANIC HEAD GROUNDSKPR CREW CHIEF	SENIOR MAINTAINER	HEAD CUST.I ELEM. SCHOOLS	HEAD CUST.II SHS	MAINTAINER GROUNDSPR AUTO - SERVICE	CUSTODIAN	DRIVER- MESSENGER CLEANER	MAINT. HELPER CLEANER	P/T BUS DRIVER			
1	34544	40045	34266	37475	33251	29610	29911	28563	28288	27508	15.74	
2	36216	41476	34973	38907	34444	30815	31150	29649	29254	28475	16.00	
3	37456	42769	36230	40201	35642	32006	32336	30810	30389	29610	16.23	
4	38644	44200	37471	41630	36827	33251	33488	32035	31593	30815	16.35	
5	39847	45588	38803	43022	38073	34444	34777	33222	32787	32006	16.86	
6	41037	46973	40011	44408	39233	35642	35917	34446	34031	33251		
7	42579	48367	41332	45799	40507	36750	37169	35631	35223	34444 7/1/97 1)	11.74	
8	43419	49747	42528	47181	41654	38073	38318	36856	36419	35642 7/1/97 2)	12.00	
9	44626	51129	43815	48563	43366	39233	39561				7/1/97 3)	12.23
10	45862	52562	45060	49998	44039						7/1/97 4)	12.35
11	47054										7/1/97 5)	12.86

- NOTE:
1. Step promotions are on the recommendation of the Superintendent of Schools.
  2. In assignments where unusual responsibility is needed and/or unusual merit is demonstrated, the Board may grant, upon the recommendation of the Superintendent, a special increment.
  3. One step limit per year in application of the schedule.
  4. Overtime pay shall be at the rate of time and one-half in excess of 40 hours per week.
  5. LONGEVITY - see contract for amount and explanation of eligibility and pro-rated allowance.
  6. A 7% differential will be paid for night work; the differential will apply only to permanent, regularly assigned staff members who work full 8 hour working shifts (8½ hours including mealtime). The night shift starts after 3:00 P.M.

EFFECTIVE: July 1, 1997

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE - CAFETERIA

SALARY SCHEDULE - 1997-98

STEP	F.S.H. CLASS I (FULL TIME) RATE/HR (EQU) 6-7 HRS./DAY	F.S.H. CLASS II (PART TIME) RATE/HR. 3-5 HRS./DAY	BAKER (FULL TIME) RATE/HR. (EQU) 7 HRS./DAY	CASHIER (PART TIME) RATE/HR. 2 HRS./DAY	KITCHEN UTILITY RATE/HR. (EQU) 8 HRS./DAY	FSH SUB
1	9.01	8.98	9.79	9.01	10.22	8.98
2	9.58	9.28	10.22	9.28	10.82	
3	10.13	9.58	10.82	9.58	11.37	
4	10.66	9.84	11.37	9.83	11.84	
5	11.08	10.13	11.84	10.10	12.65	
6	11.66	10.40	12.43		12.88	
7	12.29	10.66	12.88		13.42	
8	12.65	10.88	13.42		13.87	
9	13.24	11.08	13.87		14.41	
10	13.93	11.42	14.41		14.89	
		COOK	24090	29494		
		ASST. COOK	17329	23034		

LONGEVITY: See contract for amount and explanation of eligibility and pro-rated allowances.

EFFECTIVE: July 1, 1997

**EXHIBIT III**

**SALARY SCHEDULES**

**7/1/98 - 6/30/99**

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE - CLERICAL

SALARY SCHEDULE - 1998-99

STEP	PRINCIPAL ACCOUNT CLERK	SENIOR ACCOUNT CLERK	STATISTICAL CLERK SENIOR STENO ACCOUNT CLERK	CLERK TYPIST (12 MONTHS) STENOGRAPHER SWITCHBOARD OP	CLERK TYPIST (10 MONTHS)
1	31906	29815	29493	27076	25208
2	33277	31090	30768	28781	26437
3	34609	32330	32008	29493	27672
4	35985	33607	33287	30768	28957
5	37240	34776	34457	32008	30128
6	38624	36061	35741	33287	31461
7	39939	37285	36967	34457	32628
8	41640	38868	38547	35741	33870
9	43270	40384	40064	36967	35096
10	44918	41919	41596	38547	36622
11	46610	43492	43172		

- NOTE:**
- Step promotions are on the recommendation of the Superintendent of Schools.
  - In assignments where unusual responsibility is needed and/or unusual merit is demonstrated, the Board may grant, upon the recommendation of the Superintendent, a special increment.
  - Working hours: Sept. - June 37½ (8:30 A.M. - 4:30 P.M. -½ hour lunch)
    - Working hours: July - August 32½ (8:00 A.M. - 3:00 P.M. -½ hour lunch)
    - Working hours: Sept. - June (when school is in recess) 6½ hours per day (8:30 A.M. - 3:30 P.M. -½ hour lunch) or any other such hours as may be directed by the Superintendent. Any variance from this schedule will be made at the discretion of the immediate supervisor or principal.
  - Overtime pay shall be at the rate of time and one half in excess of 40 hours per week.
  - One step limit per year in application of this schedule.
  - LONGEVITY - see CSEA contract for amount and explanation of eligibility and pro-rated allowances.

EFFECTIVE July 1, 1998

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE - TEACHER AIDES - P/T CLERICAL

SALARY SCHEDULE -      1998-99

STEP	AUDIO VISUAL SPECIALIST	TEACHER AIDE (LABORATORY, CLASSROOM, LIBRARY, I.M.C.)	ATHLETIC TRAINER	P/T TEACHER AIDE P/T CLERK TYPIST
1	21697	21422		
2	22760	22485	34327	12.34
3	23849	23573		13.13
4	24979	24707		13.92
5	26154	25840		14.72
6	27368	26957		15.52
7	29846	27975		
8	31153			
9	32396			
10	33903			

LONGEVITY: See contract for amount and explanation of eligibility and pro-rated allowances.

EFFECTIVE: July 1, 1998

BOARD OF EDUCATION  
JERICO UFSO  
JERICO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE  
BUILDINGS, GROUNDS & TRANSPORTATION

SALARY SCHEDULE - 1998-99

STEP	HEAD AUTO MECHANIC HEAD GROUNDSKPR CREW CHIEF	SENIOR MAINTAINER	HEAD CUST. I ELEM. SCHOOLS	HEAD CUST. II SHS	MAINTAINER AUTO-SERVICE	GROUNDSKPR	CUSTODIAN	DRIVER- MESSENGER CLEANER	MAINT. HELPER CLEANER	P/T BUS DRIVER
1	36245	41911	35959	39264	34914	31163	31473	30085	29802	16.46
2	37967	43385	36687	40739	36142	32404	32750	31203	30797	16.73
3	39244	44717	37982	42072	37376	33631	33971	32399	31986	16.97
4	40468	46191	39260	43544	38597	34914	35158	33661	33206	17.09
5	41707	47621	40632	44978	39880	36142	36485	34884	34436	<u>17.62</u>
6	42933	49047	41876	46403	41075	37376	37680	36144	35717	
7	44521	50483	43237	47838	42387	38518	38949	37365	36945	36142 7/1/97 1) 12.46
8	45387	51904	44489	49261	43569	39880	40133	38629	38177	37376 7/1/97 2) 12.73
9	46630	53328	45794	50685	45332	41075	41413			7/1/97 3) 12.97
10	47903	54804	47077	52161	46025					7/1/97 4) 13.09
11	49131									7/1/97 5) 13.62

- NOTE:
1. Step promotions are on the recommendation of the Superintendent of Schools.
  2. In assignments where unusual responsibility is needed and/or unusual merit is demonstrated, the Board may grant, upon the recommendation of the Superintendent, a special increment.
  3. One step limit per year in application of the schedule.
  4. Overtime pay shall be at the rate of time and one-half in excess of 40 hours per week.
  5. LONGEVITY - see contract for amount and explanation of eligibility and pro-rated allowance.
  6. A 7% differential will be paid for night work; the differential will apply only to permanent, regularly assigned staff members who work full 8 hour working shifts (8½ hours including mealtime). The night shift starts after 3:00 P.M.

EFFECTIVE: July 1, 1998

BOARD OF EDUCATION  
JERICHO UFSD  
JERICHO, NEW YORK

NON-INSTRUCTIONAL PERSONNEL  
CIVIL SERVICE - CAFETERIA

SALARY SCHEDULE -      1998-99

STEP	F.S.H. CLASS I (FULL TIME) RATE/HR (EQU) 6-7 HRS./DAY	F.S.H. CLASS II (PART TIME) RATE/HR. 3-5 HRS./DAY	BAKER (FULL TIME) RATE/HR. (EQU) 7 HRS./DAY	CASHIER (PART TIME) RATE/HR. 2 HRS./DAY	KITCHEN UTILITY RATE/HR. (EQU) 8 HRS./DAY	FSH SUB
1	9.53	9.50	10.33	9.53	10.78	9.50
2	10.12	9.81	10.78	9.81	11.39	
3	10.68	10.12	11.39	10.12	11.96	
4	11.23	10.39	11.96	10.37	12.45	
5	11.66	10.68	12.45	10.65	13.28	
6	12.26	10.96	13.05		13.52	
7	12.91	11.23	13.52		14.07	
8	13.28	11.46	14.07		14.54	
9	13.89	11.66	14.54		15.09	
10	14.60	12.01	15.09		15.59	
		COOK	25213	30779		
		ASST. COOK	18249	24125		

LONGEVITY: See contract for amount and explanation of eligibility and pro-rated allowances.

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